

Beat 1
Van Foster
Beat 2
David F. Berry, III, Vice-
President
Beat 3
Willie Wright
Beat 4
Jayne Dew
Beat 5
Cobie Collins, President



Attorney
Jay Barbour
County Administrator
Donna S. Kraft
Sheriff
Jacob E. Sheriff
Chancery Clerk
Quint Carver

Yazoo County Board of Supervisors

July 23, 2019



Mississippi Development Authority
Mississippi Procurement Technical Assistance Program

Post Office Box 849
Jackson, Mississippi 39205

Re: Notice of Intent to Solicit Sealed Proposals

Pursuant to Miss. Code Ann. § 31-7-13 (c)(3) and (r), please be advised that on the above date, Yazoo County submitted the enclosed Notice of Intent to Solicit Sealed Proposals to the Yazoo Herald newspaper for publication in said newspaper. A complete copy of the entire Request for Proposals (RFP) referenced in said Notice is also enclosed herewith. Please accept this as Yazoo County's request that the enclosed RFP be published on the State's electronic bid board.

Thank you for your assistance, and should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,


Jay Barbour, Attorney for the
Yazoo County Board of Supervisors

Enclosures

NOTICE OF INTENT TO SOLICIT SEALED PROPOSALS

TAKE NOTICE that Yazoo County is issuing Requests for Proposals (RFP) which seek sealed competitive bids for a contractor to monitor, oversee and manage the removal of debris caused by severe weather which struck Yazoo County on April 13, 2019.

This RFP may be picked up by any interested contractors at the Yazoo County Chancery Clerk's Office, 211 E. Broadway St., Yazoo City, MS. These RFPs will be available for pick up during regular business hours through 10:00 a.m. on August 16, 2019.

All proposals submitted in response to this RFP must be submitted in the manner described in the RFP by no later than 10:00 a.m. on August 16, 2019. Any proposals submitted after that time will be rejected as being untimely. All timely and properly submitted proposals will be opened and considered at 10:00 a.m. on August 16, 2019.

Publish 2 times:

July 27, 2019 and August 3, 2019

**REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING**

PURPOSE:

Yazoo County ("County") is soliciting sealed proposals to provide Disaster Debris Monitoring Services in response to severe weather that struck Yazoo County on April 13, 2019.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and four (4) complete copies not later than 10:00 a.m. (Local Time) on the 16th day of August, 2019, to the Clerk of the Yazoo County Board of Supervisors, 211 East Broadway, Yazoo, Mississippi, 39194.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of where the fax or email is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the County. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

TERMS AND CONDITIONS:

1. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive or not waive technicalities, to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the County.

The County reserves the right to cancel a solicitation at any time prior to approval of the award by the County.

2. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of

ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed and proposers should indicate on the packaging of their proposal the following:

A. RFP – Debris Monitoring

B. Due Date – the 16th day of August, 2019.

C. Name and Address of Proposer

5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The proposer receiving the award will obtain or possess the following insurance coverages, and each such policy of insurance coverage shall specifically name the County as an additional insured thereunder. The proposer receiving the award will provide Certificates of Insurance to the County to verify such coverage.

- a. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- c. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

7. The proposer awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee's place of business to the County, including the Administrator's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

8. The proposer awarded this contract shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

9. The proposer awarded this contract shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

10. The proposer awarded this contract shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.

11. The proposer awarded this contract shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).

12. The proposer awarded this contract shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the proposer awarded this contract which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

13. The proposer awarded this contract shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. The proposer awarded this contract shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352, and shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. The proposer awarded this contract shall require all sub-proposers awarded this contract to submit these same certifications.

15. The proposer awarded this contract shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. The proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session--AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES); and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The proposer agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. The proposer further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the proposer to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
- (2) The loss of any license, permit, certification or other document granted to the proposer by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) Both.

In the event of such termination/cancellation, the proposer would also be liable for any additional costs incurred by the County due to contract cancellation of license or permits.

17. The proposer shall execute and include with its proposal the certification set forth in Attachment 1 to this RFP.

18. It is the intent of the County to enter into a **contract for a period ending on or before the 1st day of July, 2020.**

TERMINATION OF THE CONTRACT:

1. Any contract that might arise out of this RFP may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

2. Any contract that might arise out of this RFP shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the Clerk of the Yazoo County Board of Supervisors no later than the 16th day of August, 2019. The County may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when the same is written and executed by the President of the Yazoo County Board of Supervisors who was previously authorized by a formal vote of the majority of the Yazoo County Board of Supervisors to give such written information or statements.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime proposer awarded this contract will be considered. Firm qualifications must include, at minimum, the following:
 - i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

- ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).
 - iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery proposer awarded this contracts, billing/invoices reporting procedures to FEMA and the County.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County at cost without markup. All Per Diem Expenses shall be billed directly to the County at a rate not to exceed the GSA Per Diem Allowance for the project area.

5. SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
Cost Proposal	<u>20</u>
	100

SCOPE OF SERVICES

I. BACKGROUND

The County requires management, recovery, and consulting services related to disaster recovery. Upon request of the County other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Mississippi and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the County. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal proposer awarded this contract. This shall include the preparation, review and recommendations of Request for Proposals for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.

- d. Scheduling work for team members and proposer awarded this contracts on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery proposer awarded this contract operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the County with responding to public concerns and comments.
- h. Certifying proposer awarded this contract vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the County at no additional cost. The System shall also be capable of providing a real time connection to the County's GIS system and shall be customizable to meet specific needs of the County with no additional cost to the County. The purpose of the Electronic Ticketing System is to provide the County with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the County informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal proposer awarded this contract(s) invoices prior to submission to the County for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal proposer awarded this contract.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. All Per Diem Expenses shall be billed directly to the County at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS

HOURLY RATES

Principal	\$ _____
Project Manager	\$ _____
Operations Manager	\$ _____
Field Supervisors	\$ _____
Load Site Monitors	\$ _____
Debris Site/Tower Monitors	\$ _____

Proposal Ranking Form

Company _____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
Total		

ATTACHMENT 1

REQUEST FOR PROPOSAL DISASTER DEBRIS MONITORING SERVICE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS** - Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, pages 19210 and 19211:

- (1) The proposer certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default;
 - (e) have not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this proposal or any contract that might arise out of this proposal.
- (2) The proposer further certifies, to the best of his/her knowledge and belief, that:

- (f) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this RFP or any contract that might arise out of this RFP, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to the County entering into any contract as a result of this RFP. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The proposer shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the above proposer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above proposer) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining any contract that might arise out of this RFP, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above proposer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this certification and the proposal that accompanies it may be furnished to the Federal Emergency Management Agency, in connection with certain agreements involving participation of Federal disaster relief funds, and is subject to applicable State and Federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 2019.

CONTRACTOR'S NAME HERE

BY: _____
(Typed Name)

ATTEST: _____

My Commission Expires: _____
Notary